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Attorney for Defendant  
B & B Management Group, LLC,  
dba Bellach's Leather for Living

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

SUSAN SANDELMAN, AS TRUSTEE  
OF THE ESAN TRUST,

Plaintiff,

v.

B&B PROPERTY MANAGEMENT, LLC,  
dba BELLACH'S LEATHER FOR LIVING,

Defendant.

No. C08 00681 HRL

DEFENDANT'S NOTICE OF MOTION  
AND MOTION TO SET ASIDE DEFAULT  
[FRCP 55(c)]

Complaint Filed: January 29, 2008

Date: JUNE 24, 2008  
Time: 10:00 a.m.  
Courtroom: 2  
Judge: Hon. Howard R. Lloyd

TO: THE PLAINTIFF, SUSAN SANDELMAN, AS TRUSTEE OF THE ESAN TRUST  
AND TO HER ATTORNEYS OF RECORD: COLEMAN & HOROWITT, LLP:

PLEASE TAKE NOTICE that on JUNE 24, 2008, at 10:00 a.m., or as soon thereafter as  
the matter may heard in Courtroom 2 of the above entitled Court, located at 280 First Street, San  
Jose, California 95113, the defendant, B & B Management Group, LLC, dba Bellach's Leather  
for Living, erroneously sued herein as B&B Property Management, LLC, dba Bellach's Leather  
for Living ("the moving party") will and hereby does move the Court pursuant to Rule 55(c) of  
the Federal Rules of Civil Procedure to set aside the Default entered by the Clerk on April 8,  
2008.

This motion is brought on the grounds surprise, excusable mistake, inadvertence or  
excusable neglect which caused the filing of the moving party's responsive pleading, a motion to  
stay the proceedings, to be lodged within two hours of the notice that the default had been filed

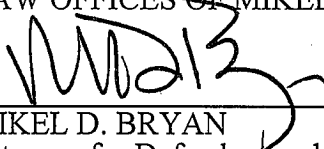
1 with the Clerk of Court, without notice or warning from the Plaintiff's counsel, and despite the  
2 fact that counsel for the Plaintiff and moving party's counsel herein had been discussing the  
3 status of the pleadings, the case, and contractual mediation and arbitration, but the attorney for  
4 the Plaintiff failed to advise the moving party that the default was going to be taken until after the  
5 fact.

6 This motion is based on this Notice of Motion and Motion, the Memorandum of Points  
7 and Authorities filed herewith, the Declaration of Mikel D. Bryan, the pleadings, records and  
8 papers filed herein, and such other and further oral and documentary evidence and legal  
9 memoranda as may be presented at or by the hearing on said Motion.

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11 Dated: May 29, 2008

LAW OFFICES OF MIKEL D. BRYAN, P.C.

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13 By:

  
14 MIKEL D. BRYAN  
15 Attorney for Defendant and Moving Party,  
16 B & B Management Group, LLC, dba Bellach's  
17 Leather for Living  
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